

October 25, 2017

Docket # 20130265

Dear PSC Board Members,

This is in regards to Docket 20130265. Little Gasparilla Island Water Utility's rate case. I am writing representing several island residents to express our concerns regarding Mr. Jack Boyer, the owner.

First, we believe Mr. Boyer has been dishonest about the number of hookups he has had since the interconnection with Charlotte County Utility. 47 residents hooked up and paid him in good faith. They expected him to pay Charlotte County \$2407 from their hook up fee of \$4,900. We believe Mr. Boyer tried to hide the number from the county until some residents informed the county of how many hookups had taken place. In 2016, he told the county he'd only hooked up 13 since the interconnect on 2/14/15. In March of 2017, he said his total was 20. When we asked the County who reported the hookups to them they said "Mr. Boyer". In his contract with Charlotte County Utility, he is obliged to pay their fee within 20 days of any hook ups (see attached). He paid for 2 in 2015, when he had 9 hookups, 8 in Dec 2016 dating back to 6 hookups in Jan. 2016 and 2 in Feb. 2016, 10 on June 29, 2017 (over two years after hookups) for those from June 30 2015!!! On August 15, 2017 he paid for 7 hookups, dating from 1 year and 1 month to 6 months after the hookups! His note by the last check says "to be delivered ", Did he ever show proof to you it was delivered? We are investigating permits and it appears there are at least 5 more hookups (not recent), he has never reported to Charlotte County utility, We are informing Charlotte County Utility, .We do not believe he is just a poor little small businessman but rather someone who is trying to cheat the county.

Second, only a few residents are even aware that there is going to be a phase 2 rate increase! Rates are already at the top of Florida rates. Some residents heard Mr. Boyer say there is going to be a BIG increase in rates because Palm Island got a big increase. We see that he has turned in bills (in a very haphazard way) for \$446,859.71. Pretty unbelievable!

As we understood it, this phase 2 increase was to cover his retirement fund, the new building and meter replacements, However the bills he turned in seem to cover many other things, like easements? The new building is very extravagant compared to the old, small, wood, poorly maintained structure that was there previously on top of the concrete base. It looks like a home now with a big front porch, dormers, carport, and is landscaped. Yet, we see by the permitting, there is no running water! At the Phase 1 hearing one of the primary reasons Mr. Boyer said he needed this big new building was so he could have a restroom! At the time of the rate hearing, Mr. Boyer was renting a home off island. He said he had to use the restroom at the condos when he was on the island. A BIG deal was made of this point. When he applied for a permit for the building, the plumbing plans were rejected on 11/10/ 2015. It said "Rejected, provide complete plumbing construction drawings per FBC 105.31.2.& FS 471.003(2) (1) drawings shall bear either
1. Embossed seal and original signature and date of Florida registered engineer or
2. Original signature and date printed name and license number of Florida licensed plumbing contractor responsible for the design and installation of plumbing systems. (Neither he nor his builder are licensed plumbers)

RECEIVED-PSC
OCT 30 AM 8:00
COMMISSIONER
C. J. H. K.

On 2/20/2016 Plumbing Plan - Rejection Resubmitted

On 3/01/16 Plumbing Plan - Approved as Noted. Per resubmission response, there is no plumbing proposed AT THIS TIME. Remember Mr. Boyer is not a plumber, and was fined \$6,000 FOR ADMITTING to hooking up customers himself where he used the wrong pipes and valves The hookups had to be redone by a licensed plumber. He admitted to hooking up 3 but told a group of residents he had hooked up 100. This information is in this docket's records.

When PSC staff asked Mr. Boyer about why there is no restroom in the new building per the building plans, his response was "Yes, and a restroom was a major item. The owner (Himself), operator has always lived on the island except for four years, when LGWU hired an operator living on the island, Then once LGWU started the capital improvements the owners (Himself and his wife), felt it would be better to move back to the island and did a lease purchase of an existing home that abuts the Utility's property. With a drain field costing around \$30,000, LGWU chose to delay this expense because there will be other options within the next five to ten years . We are installing an incinerator toilet in the meantime". We believe he means sewers, which a Charlotte County Commissioner said is highly unlikely.

Does the Florida Plumbing Code allow a Public WATER utility (privately owned) to open a building with a toilet and no running water? An incinerator toilet costs approximately 28 cents per incineration! Will he be allowed to submit expenses for that in future rate cases? And it requires special venting. Can you ask if this is in place and proof thereof? Some people

suspect that Mr. Boyer will hook up water to the building illegally when this is all over and use his home's septic system which borders the building property. In his building costs he lists \$4,600 for water hook up! Why?

Also remember the PSC staff asked Mr. Boyer if the bldg was going to be used for anything other than utility business. He replied that only utility business AT THIS TIME!, said he'd notify the PSC, the DEP., and Charlotte County for direction if that changed, Many people suspect he built this bldg as a future home. His original plans called for a manager 's apartment and that was noted in the rate hearing for Phase1.

Please look at and ask questions about payments made to Down to Earth Handyman Services (HIS SON). Payments of \$270.00 on 10/29/15, \$2800 on 11/5/15, \$800 on 11/14/15 , \$3,000 on 2/6/16, and \$4,000 on 3/22/16.

Also please be aware that Mr. and Mrs. Boyer own "Island Dreams North" which submitted bills for site work , concrete removal, relocating propane tank and gas line, says he got other prices to do this work but nothing shown.

Third, is there going to be a public meeting for residents of the island regarding the Phase 2 rate increase? If so, when and where? if not, why? it has been over three years since the last meeting and Mr. Boyer has had three extensions of his time to get things completed. Mr. Boyer has had water breaks and he didn't notify customers, A member of a book club in the condos notified her members but Mr. Boyer did not. He says he went door to door, but residents right across the street from the break were never notified to boil their water and they watched him fix the break from their porch. There is no record at the DEP either of "boil water notices" reported by him. This is a safety issue.

Fourth, there are many other things he submitted as expenses. Over \$26,000 for easements. Why would customers have to pay for those? Why are customers expected to pay for finance charges on his attorney bills?(\$78.32 and \$3.31), pay for time his attorney spent writing letters to the PSC for extensions of time to complete projects (3), pay another attorney to plead his case for mandatory hook up before the County Commission, closing costs on his loans (\$2264.40 and \$4,766.28), inspection of the building by the bank inspector where he secured his loan, (\$2,500) and (\$1,750) to his lender's attorney? It certainly does not seem fair that customers pay for these things.

Mentioning easements again, you need to know that he has crossed numerous private properties without telling the owners as he put down pipes. Some have asked him about it and he says "Sue Me! The costs will be passed on to the ratepayers!" He has hooked up as many as 100 homes, admitted it in PSC docket filing , said he was being a "good neighbor" but then had to start charging. REMEMBER he is NOT a liscensed plumber and county code requires that or for the homeowner to do it himself with a permit. We are aware of one island resident who has a law suit against Mr. Boyer for crossing his property illegally. One of us has seen Mr, Boyer cross another private property illegally to do a hook up and he cut the property owners electric line! Makes us wonder about his whole system.

There are many other charges we question, In the 197 page document he submitted to the PSC, on page 116, 117, and 118 please look at the check to Brian Collette for \$1340.25. he lists what work he has done and among other work it says on Tues 7/12/16 "Fixed break at Don Scattergood's (a customer) CAUSED by Martin Septic (3hr), Tues 7/19/16 picked up material at Ace (1hr)., Picked up materials at Ferguson (1hr) . 7/26/16 Clean truck and shop (2hr), Monday 4/4/15 Clean up outside. misc work in bldg" That is a total of 29 hours at \$20.00 an hour that have nothing to do with the bldg construction.

Other expenses submitted that appear to be personal expenses:

On pg 97, a receipt from Home Depot dated 2/27/15 (two weeks after the interconnect was complete, and new bldg not begun) for Trellis Vine Clerodendrum asst 3 gal Trellis 5 @ 15.98= \$79.90

On pg 98 receipt on 3/1/15 for 36" English Horse Trough \$24.98 , Homelite Electric Sweeper \$32.97, M&M PEANUTS 2@\$1.28= \$2.56 , PPI BEHR paint Int/ Ex t H/G 8900 DEEP \$29.98

On pg 119 is a check written to Home Depot for \$593.46 on 2/23/16. Only part of the receipt is visible but this is visible: Bonnie Veg/Herb 4.5 in peat pot \$14.72, Lantana Base Color pot 1 qt \$11.92, 36" coco liner \$6.98, Annual 9qt Classic Selection Nemensis Sunshine \$14.98, DOORMAT- WIPE YOUR PAWS 18X30 \$12.57, DOORMAT COIR GREEK KEY \$12.97 The new bldg was not even begun so what were these plants and doormats used for? His own home directly behind the bldg?

On page 122 Home Depot receipt, Annual Vica Red 12 pk \$9.98, American Flag \$9.98, Lantana Prem Perennial \$9.98

On pg 127 Gulf Coast Hardware receipt with 18' Staff Palm Push Broom \$11.99, 16 T bow rake, \$20.99 LIFESAVERS WILD CHERRY '79

On pg 134 copy of credit card bill with charges. Very hard to read but all kinds of charges like gas, food, google music, Direct TV, etc No proof of anything but he has written on it LGU \$849.77 and Home Depot \$178.99 for new bldg.

On pg 99 Bills from Chad Weeks for \$168 and \$96. Mr. Weeks does yard work and landscaping on the island .

On the pages from 138 to 157 are bills from Eldred's Marina where Mr. Boyer docks his boat when he goes to the mainland and he keeps his vehicle there. They charge for parking if you don't keep a boat there and they charge visitors \$6.00 a day to park. They also charge \$2,50 per bag to take garbage/trash to their dumpster. He is turning in all these receipts as expenses But he LIVES on the island now, has to get there by boat, and there is no garbage collection on the island so he has to dump his personal garbage there. Why would ratepayers have to pay for his boat, garbage/trash dumping and parking for his guests?

In addition to all the dockage , garbage/trash/ parking charges he has turned in, there are other PERSONAL items listed on the marina bills. They do sell plants and snacks there and he has bought many things which he turned in as expenses.
Pg 143, ICE CREAM \$2.14, ORCHID \$20.00, Boat Slip #34 \$235.40
Pg 145 on 1/7/17 Snack \$1.61, PLANT \$8.45, PLANT \$25.68, WATER \$1.50

On pg 161 dated 6/29/15 receipt from Ferguson "VENTED SAFARI HATGREEN LARGE XL \$13.28.

Pgs 163 and 164 are the same as pg 116 from Brian Collette

Pg 165 receipt from Ferguson Waterworks "16.9 oz Spring Water private label \$3.99

Pg 188 on 9/22/16 "Exhibit B" Prices for various things regarding new bldg #1 Deposit for water meter received \$4,600? hard to read. Why would a deposit have been paid if he is not having any water/plumbing in the new building? #20 Landscaping, why is he turning in bills for plants when they are covered in the building costs already?

We hope your staff is looking very carefully at all of Mr. Boyer's expenses. We have real concerns about ethics and honesty. You have the responsibility to do what is right for the ratepayers and we thank your staff for their careful and due diligence. We are not signing our names as unfortunately we fear retribution from Mr, Boyer.

Sincerely, Some Little Gasparilla Residents

*P.S. PG. 129 - RECEIPT FROM GULFCOAST HARDWARE
5 GAL GAS CAN \$7.99,
2 PK 16.7 LB CHARCOAL \$12.99
KINGFORD CHARCOAL GRILL \$39.98*

**CHARLOTTE COUNTY UTILITY INTERCONNECT AGREEMENT
with
LITTLE GASPARILLA WATER UTILITY, INC.**

THIS INTERCONNECT AGREEMENT ("Agreement") is made and entered into this 25th day of February, 2014, by and between the Board of County Commissioners of Charlotte County, Florida, a political subdivision of the State of Florida ("County"), as owner and operator of Charlotte County Utilities ("CCU"), which provides central utility service within Charlotte County, and Little Gasparilla Water Utility, Inc., a Florida corporation ("LGWU"), with offices located at 1916 Michigan Avenue, Grove City, FL 34224, collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, LGWU provides central potable water service to portions of Little Gasparilla Island in Charlotte County and currently serves approximately 370 existing connections within its certificated area; and

WHEREAS, LGWU acknowledges that County has adopted ordinances as amended from time to time, which have the force of law and govern the legal relationship between CCU and LGWU with respect to utility service; and

WHEREAS, LGWU desires to obtain potable water from CCU via one or more subaqueous pipelines and interconnections ("Crossing[s]") between CCU's utility system located on the mainland southwest of the right-of-way of CR 775 in the Cape Haze area, on or near the southern end of Green Dolphin Drive South; and

be no plant capacity charges, Accrued Guaranteed Revenue Fees, transmission capacity charges or prepaid revenue charges with regard to the existing connections served by LGWU at the time of connection. However, once service has been activated between CCU's system and LGWU's system, LGWU shall pay to CCU all applicable charges set forth in the then-current County rate resolution, as amended from time to time, including a plant capacity charge, transmission capacity charge and AGRF per ERC for each additional customer connecting to the LGWU system served through the Connection(s), which shall be paid to CCU at the time of meter set/service connections to LGWU. CCU shall provide LGWU no less than sixty (60) days written notice of any change in rates.

7. Determination of ERCs. Within 30 days of scheduled connection, LGWU will provide CCU with a listing of all residential customers (meter addresses only) and commercial accounts with type of building use. This information will be used in calculating the ERCs related to base fees if a Bulk Service Water Rate is chosen by LGWU or as the starting point to track any new additional customers after the connection if a Commercial General Water Rate is selected by LGWU. Every two (2) years of being billed at one of the above rates, LGWU may switch Service Water Rate by giving CCU sixty (60) days notification of this request by certified mail. This notification must include a current residential meter address listing and commercial accounts with building use type, to be used to verify ERCs recorded on CCU's records before the Service Water Rate is changed. Any discrepancies will be discussed between

TAMPA
FL 33602
26 OCT
PM 8



DISTRIBUTION CENTER

2017 OCT 30 AM 7:11

Carlotta S. Stauffer
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida

32399

Re.
Docket
20130265

32399-085099

